

1 Craig G. Penrose (pro hac vice)  
2 TRESSLER, SODERSTROM, MALONEY & PRIESS  
3 233 South Wacker Drive, 22nd Floor  
4 Chicago, Illinois 60606  
5 Telephone (312) 627-4000  
6 Facsimile (312) 627-1717

7 TRESSLER, SODERSTROM, MALONEY & PRIESS  
8 3070 Bristol Street, Suite 450  
9 Costa Mesa, California 92626  
10 Telephone (714) 429-2900  
11 Facsimile (714) 429-2901  
12 Attorneys for Defendants  
13 KEMPER, LUMBERMANS, BROADSPIRE  
14 AND THE VODAFONE DISABILITY PLANS

15 IN THE UNITED STATES DISTRICT COURT  
16 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
17 OAKLAND DIVISION

18 NANCY HYDER, )  
19 Plaintiff, )  
20 v. )  
21 KEMPER NATIONAL SERVICES, INC., )  
22 LUMBERMEN'S MUTUAL INSURANCE )  
23 COMPANY, )  
24 BROADSPIRE SERVICES, INC., )  
25 VODAFONE AMERICAS, INC., )  
26 VODAFONE AMERICAS, INC. SHORT )  
27 TERM DISABILITY PLAN and VODAFONE )  
28 AMERICAS, INC. LONG TERM )  
DISABILITY PLAN, )  
VODAFONE EMPLOYEE HEALTH PLAN, )  
VODAFONE EMPLOYEES DENTAL PLAN, )  
VERIZON WIRELESS, INC, and )  
DOES 1 TO 50 INCLUSIVE )  
Defendants. )

No. 05 C 1782 CW

DEFENDANT KEMPER,  
LUMBERMENS, BROADSPIRE  
AND THE VODAFONE  
DISABILITY PLANS  
SUPERSEDEAS BOND

(No Hearing Set)

1 KNOW ALL MEN BY THESE PRESENTS that these Defendants, KEMPER  
2 NATIONAL SERVICES, INC., LUMBERMEN'S MUTUAL INSURANCE COMPANY,  
3 BROADSPIRE SERVICES, INC., VODAFONE AMERICAS, INC. SHORT TERM  
4 DISABILITY PLAN and VODAFONE AMERICAS, INC. LONG TERM DISABILITY PLAN  
5 (hereinafter "DISABILITY DEFENDANTS"), as principal and NATIONAL INDEMNITY  
6 COMPANY as surety, are held and firmly bound unto plaintiff and judgment creditor NANCY  
7 HYDER in the sum of SEVEN HUNDRED, FIFTY THOUSAND DOLLARS AND NO CENTS  
8 (\$750,000.00) for payment of which we and each of us bind ourselves, and our heirs, executors,  
9 administrators, successors, and assigns, jointly and severally, firmly by these presents.

10 THE OBLIGATION OF THIS BOND IS SUCH THAT:

11 Whereas, on April 18, 2007, in an action pending in the United States District Court for  
12 the Northern District of California, Oakland Division, between NANCY HYDER and  
13 DISABILITY DEFENDANTS, as defendants, judgment was rendered against THE  
14 DISABILITY DEFENDANTS in the amount of \$ 29,689.49 for short term disability benefits in  
15 addition to pre and post judgment interest thereon, and \$377,240.65 in long term disability  
16 benefits in addition to pre and post judgment interest thereon, and

17 WHEREAS, the United States District Court for the Northern District of California,  
18 Oakland Division, indicated that Plaintiff is entitled to prospective long term disability benefits,  
19 from and after the date of judgment until such time as her entitlement to such benefits shall  
20 change or terminate pursuant to the terms of the Vodafone long term disability plan; and

21 WHEREAS, Plaintiff has filed a motion for attorneys' fees with the court pursuant to 29  
22 U.S.C. § 1132(g) seeking fees in the amount of \$91,035.00, and the court is considering said  
23 motion; and

24 WHEREAS, the DISABILITY DEFENDANTS having filed a notice of appeal from such  
25 judgment to the United States Court of Appeals for the Ninth Circuit, and will file a notice of  
26 appeal should any award for attorneys' fees be made and said defendants desire to suspend  
27

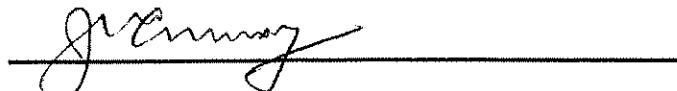
1 execution of said judgment (and any future judgment that might be entered for attorneys' fees  
2 and costs) pending such appeal;

3 NOW, THEREFORE, we jointly and severally agree to pay to plaintiff NANCY HYDER,  
4 the judgment creditor above, any part of the Judgment which is not reversed, vacated or  
5 otherwise modified on appeal, plus interest, damages, and costs up to the obligation of this  
6 bond. If the Principals shall satisfy any money judgment obtained and upheld on appeal in full,  
7 including any costs and damages which may be awarded against the Principals, then this  
8 obligation shall be null and void; otherwise to remain in full force and effect.

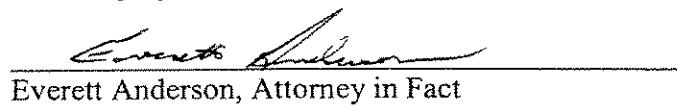
9 The obligation of this bond is limited to the amount of SEVEN HUNDRED, FIFTY  
10 THOUSAND DOLLARS AND NO CENTS (\$750,000.00).

11 KEMPER NATIONAL SERVICES, INC.,  
12 LUMBERMEN'S MUTUAL INSURANCE  
13 COMPANY,  
14 BROADSPIRE SERVICES, INC.,  
VODAFONE AMERICAS, INC. SHORT TERM  
DISABILITY PLAN and VODAFONE  
AMERICAS, INC. LONG TERM DISABILITY  
PLAN

15 As principal by

16   
17  
18 NATIONAL INDEMNITY COMPANY

19 As surety by

20   
21 Everett Anderson, Attorney in Fact

23 6/19/07

24 DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

25 26 27 28 United States District Judge



**POWER-OF-ATTORNEY**  
NATIONAL INDEMNITY COMPANY

**70 NGP 184009**

3024 HARNEY STREET  
OMAHA, NEBRASKA 68131  
(402) 536-3000

KNOW ALL MEN BY THESE PRESENTS: That this Power-of-Attorney is not valid unless attached to the bond which it authorizes executed. It specifies the **LIMIT OF THE AGENTS AUTHORITY AND THE LIABILITY OF THE COMPANY**, **HEREIN, THE AUTHORITY OF THE ATTORNEY-IN-FACT** and **THE LIABILITY OF THE COMPANY**

**SHALL NOT EXCEED....Seven..Hundred..Fifty..Thousand..and..No./100..Dollars....**  
(\$750,000.00)

NATIONAL INDEMNITY COMPANY, a Nebraska corporation, having its principal office in the City of Omaha, state of Nebraska, does hereby make, constitute and appoint Everett Anderson

in the City of Omaha, County of Douglas, State of Nebraska, its true and lawful attorney-in-fact, at Omaha, in the State of Nebraska, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds and undertakings in behalf of court fiduciaries, who under the jurisdiction of a court, administer property held in trust; public official bonds; license and permit bonds; tax, lien, and miscellaneous bonds, required by Federal, State, County, Municipal Authority, or other obligees, provided that the liability of the company as surety on any such bond executed under this authority shall not in any event exceed the sum shown above.

**THIS POWER VOID IF ALTERED OR ERASED**

The acknowledgement and execution of any such document by the said Attorney-In-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

This Power of Attorney is granted and is signed and sealed by original signature under and by the authority of the following Resolution adopted by the Board of Directors of NATIONAL INDEMNITY COMPANY at a meeting duly called and held on the 15th day of October, 1968:

"RESOLVED, that the President, or Vice President of the Company, be, and each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of NATIONAL INDEMNITY COMPANY, bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company."

In Witness Whereof NATIONAL INDEMNITY COMPANY has caused its official seal to be hereunder affixed, and these presents to be signed by its **President** and attested by its **Assistant Secretary**

this 24<sup>th</sup> day of May, 2007.

ATTEST

Janelle K. Kay  
(Title) Janelle K. Kay  
Assistant Secretary

NATIONAL INDEMNITY COMPANY

BY

Donald F. Wurster  
(Title) Donald F. Wurster  
President

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS }  
SS.

On this 24<sup>th</sup> day of May, 2007, before me, a Notary Public, personally appeared Donald F. Wurster

who being by me duly sworn, acknowledged that he signed the above Power of Attorney as **President** of said NATIONAL INDEMNITY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Tracey Schnell

Notary Public, Nebraska

1. THIS POWER DOES NOT AUTHORIZE EXECUTION OF BONDS OR EXEAT OR ANY GUARANTEE FOR FAILURE TO PROVIDE PAYMENTS OF ALIMONY SUPPORT OR WAGE LAW CLAIMS, OR BONDS FOR CRIMINAL APPEARANCE.
2. THIS POWER DOES NOT AUTHORIZE THE EXECUTION OF BONDS FOR LOAN GUARANTEES.

This Power Can Only Be Used in The State of California  
This Power Can Only Be Used For The Following Obligee Nancy Hyder

Principal or case reference Kemper National Services, Inc., et al